

Card Holder Agreement

This Agreement describes the terms and conditions that govern your use of your pre-paid Steaming Tender Restaurant Gift Card (the "Gift Card"). This Agreement is made between Steaming Tender Restaurant ("Steaming Tender") and you. For purposes of this Agreement the term "you" refers to the purchaser of the Gift Card and all subsequent holders who have received the Gift Card by gift or otherwise. **BY PURCHASING OR USING THE GIFT CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT. PLEASE KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

Use of the Gift Card

You may redeem your Gift Card for food and beverage charges (including tips and taxes at the restaurant's discretion) at the time of payment at Steaming Tender Restaurant in Palmer, MA ("Steaming Tender"). Your Gift Card may be used up to, but not above, the available balance of your Gift Card. When your Gift Card is purchased, the available balance of your Gift Card will be the activated value of your Gift Card. This available balance will be reduced by each purchase until your Gift Card balance reaches zero. Your Gift Card will automatically terminate when it has a zero balance. After your Gift Card is terminated, transactions on your Gift Card will be declined. If your purchase amount exceeds the available balance of your Gift Card, you must combine the use of your Gift Card with another form of payment accepted by Steaming Tender.

Use Limitations

To the extent permitted by applicable law, your Gift Card is non-refundable and may not be redeemed for cash.

Lost, Stolen or Destroyed Cards

Please safeguard your Gift Card and treat it like cash. Your Gift Card cannot be replaced, nor can any remaining balance on your Gift Card be transferred to a new Gift Card, if lost, stolen or destroyed.

Expiration Date and Fees

Your Gift Card will never expire. Your Gift Card has no activation, dormancy or other fees associated with it.

Balance Inquires

You should keep track of the available balance on your Gift Card. You may inquire about the amount of the available balance of your Gift at Steaming Tender.

Billing Errors

Steaming Tender reserves the right to correct the balance on any Gift Card if it believes a billing error has occurred. Steaming Tender disclaims all liability for any such billing errors.

NO WARRANTY

STEAMING TENDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GIFT CARD, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMDEY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CARD. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitation may not apply to you and you might have additional rights.

Changes to this Agreement

Steaming Tender may change the terms of, or add new terms to, this Agreement at any time without giving you prior notice. Please visit our website at www.SteamingTender.com prior to each use of the Gift Card to view the most recent version of this Agreement.

Miscellaneous

In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the

minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts notwithstanding any conflict of law rules. This Agreement is the complete and exclusive statement of agreement between you and Steaming Tender regarding your Gift Card.